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SALES—WHAT CONSTITUTES AN UNLAWFUL SALE OF INTOXICATING LIQUORS.—The prohibition law of the state of Georgia makes it unlawful to sell or barter for a valuable consideration intoxicating liquors. Defendant was indicted under this law for exchanging intoxicating liquors for a stolen pair of shoes. The fact that the shoes had been stolen was unknown to defendant at the time of the transaction, but he was later compelled to return them to the rightful owner from whom title had never passed. *Held*, the exchange of intoxicating liquors for stolen property constituted a violation of the statute. *Turner v. State* (Ga. 1916), 89 S. E. 538.

The issue in this case is novel. The question, whether or not stolen property is a valuable consideration as required by a statute prohibiting the sale or barter of intoxicating liquors has apparently never come before the courts for decision. The contention of defense is not apparent from the case. The only possible one would seem to be that stolen shoes not being a valuable consideration, the transaction was a gift and not covered by the statute. A gift is not within a statute prohibiting the barter and sale of intoxicating liquors. *Wood v. Territory*, 1 Ore. 223; *Commonwealth v. Packard*, 71 Mass. (5 Gray) 101; *Finley v. State*, 47 S. W. 1015. The court stated, "There was a delivery of the liquor by Turner to Evans, and a delivery of the shoes by Evans to Turner, and it would seem that Turner could not be heard to say that there was no consideration flowing to him in this transaction. He intended making a sale, and the consideration he expected to flow to him was the shoes." This statement would seem to follow the cases holding a barter to be a sale within the statute prohibiting the sale of intoxicating liquors. *Howard v. Harris*, 90 Mass. (8 Allen) 297; *Bruce v. State*, 36 Tex. Cr. 53; *Commonwealth v. Abrams*, 150 Mass. 393. *Contra*:—*Stevenson v. State*, 65 Ind. 409; *Gillan v. State*, 47 Ark. 555. However, it was unnecessary for the decision of this case to decide whether a barter is a sale, as the statute expressly prohibited both a sale and a barter of intoxicating liquors.

SPECIFIC PERFORMANCE—OF ORAL AGREEMENT TO EXECUTE WRITTEN CONTRACT.—The complainant contracted orally to purchase the gasoline extracted from the gas controlled by the defendant for five years and it was orally agreed that the contract should be reduced to writing. Later the defendant refused to deliver the writing and repudiated the contract. The complainant then brought a bill in equity praying that the defendant should execute and deliver to the complainant a copy of the contract. The defendant demurred. *Held*, the demurrer should be sustained and relief denied. *Clark v. City of Bradford Gas and Power Corp. et al.* (Del. 1916), 98 Atl. 368.

This contract is clearly within the Statute of Frauds, being not performable within the space of a year. It must be noted that the complainant does not base his suit upon the principal oral contract, *i.e.*, the one which was to continue for a period of five years, but rather upon the agreement to reduce the principal contract to writing. This is a clear attempt to evade the Statute of Frauds, because the damages for the breach of this oral agreement would be the same as for the breach of the principal contract. The complainant could not recover on this oral agreement in an action at law. *McLachlin v. Village*